IN THE FOURTH CIRCUIT FOR DAVIDSON COUNTY, TENNESSEE

FILED

98 DEC -2 PM 4:01

RICHARD R. ROOKER, CLERK

B Murray D.C.

Cynthia Rose Horner,

Plaintiff,

Social Security No. [redacted]-1011,

vs.

Joseph Eric Horner,

Defendant,

Social Security No. [redacted]-7244.

Docket No. 98D-3008
Judge Robinson

BOOK 11632 PAGE 943

FINAL ORDER

This action came to be heard on the 2nd day of December, 1998, before the Honorable Muriel J. Robinson, Judge, upon the Wife's Complaint for Divorce. The parties have agreed to a divorce on the grounds of irreconcilable differences, and have entered into a written Marital Dissolution Agreement, which makes provision for the division of the property and debts of the parties. Said Marital Dissolution Agreement is in words and figures as follows:

06281111

A TRUE COPY ATTEST
DAVIDSON COUNTY, TN.

99 AUG 24 PM 3:55

0170 08/24 0101 03CHECK 42.00

FILED
98 DEC -2 PM 4:01
RICHARD R. ROOKER, CLERK
D.C.

Marital Dissolution Agreement

WHEREAS, Cynthia Rose Horner, hereinafter referred to as the "Wife", and Joseph Eric Horner, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Wife in the Fourth Circuit Court for Davidson County, Tennessee and docketed at number 98D-3008, to which reference is specifically made; and,

WHEREAS, the parties own some real property located in Davidson County, Tennessee, but no other, and some items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

II. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences.

III. PERSONAL PROPERTY.

1. Vehicles

(a) It is agreed by and between the parties that the Wife shall have as her sole property the automobile which she drives as her vehicle, free and clear of any interest or claim of the Husband. The Wife agrees to be solely responsible for, and to indemnify and hold the Husband harmless from any liability for the encumbrance on this vehicle.

(b) It is agreed by and between the parties that the Husband shall have as his sole property the automobile which he drives as his vehicle, free and clear of any interest or claim of the Wife. The Husband agrees to be solely responsible for, and to indemnify and hold the Wife harmless from, any liability for the encumbrance of this vehicle.

2. Personal Property

(a) The Wife shall receive Forty Percent (40%) of the Husband's royalties in the following musical compositions:

i. Your Place or Mine;
ii. This Bridge Just Won't Burn;
iii. Love Lives at Our House Again;
iv. What Would Jesus Do;
v. If You Ever Want Me Back;
vi. More Than I Know Today; and
vii. Wish I Was Home.

The Husband shall not assign or encumber the Wife's share of these royalties. The Husband shall provide a Letter of Direction to all applicable parties, including but not limited to his publishing company and performing rights society, reflecting the aforementioned arrangement in order that Wife's share of royalties shall be paid to her directly form their source.

(b) The Wife shall receive Twenty-Five Percent (25%) of the royalties in the following musical compositions:

i. He's Got Her Now;
ii. After All These Tears;
iii. Prayin' for Rain; and
iv. Tear the Old House Down.

The Husband shall not assign or encumber the Wife's share of these royalties. The Husband shall provide a Letter of Direction to all applicable parties, including but not limited to his publishing company and performing rights society, reflecting the aforementioned arrangement in order that Wife's share of royalties shall be paid to her directly form their source.

(c) The Husband shall maintain possession of all musical equipment and instruments which he brought into the home of the parties at the time of their marriage or purchased for his own personal use during the course of the marriage.

(d) In addition to the items listed above, Husband and Wife expressly agree that each of the parties shall have and retain all right, title and interest in all of their personal clothing and jewelry, as well as all other items of personalty uniquely their's or otherwise which they brought into the home

of the parties at the time of their marriage. Further, Husband and Wife shall have as their sole and separate property certain unspecified items of personal marital property, including furnishings, which they shall divide by agreement.

3. Other

It is agreed by and between the parties that the Wife shall have as her sole and separate property the Putman New Opportunity and Kemper Dreman mutual funds, her money market account (account number 43495905), and all sums on deposit in her Union Planters checking account (account number 2761567). It is further agreed that the Husband shall have as his sole and separate property all sums on deposit in his Suntrust checking account (account number 7020262551).

IV. REAL PROPERTY

A. 3585 Gondola Drive, Antioch, TN

The Husband agrees to relinquish his interest in a certain condominium located at 3585 Gondola Drive, Antioch, Davidson County, Tennessee, as is more particularly described below. Any interest of the Husband in this said property shall be divested from him and reinvested in the Wife, so that she shall own this condominium as her sole property, free and clear of any right, title, or interest of the Husband. This property is described as follows:

> BEING Lot 72A on the Plan of Chelsea of Priest Lake, Section One-A, Zone Lot Division of Lots 69 through 72, of record in Plat Book 5200, page 696, as amended in Plat Book 6250, page 88, said Register's Office, to which plan reference is hereby made for a more complete legal description.

> BEING the same property conveyed to Lee Ann Garrett by deed from Michael S. Garrett, of record in Book 7612, page 335, Register's Office of Davidson County, Tennessee. The said Lee Ann Garrett having since married and divorced and is now known as Lee Ann Garrett Noble.

Except as provided below, the Wife agrees to be solely responsible for the encumbrance on this property, and she shall indemnify and hold the Husband harmless therefor.

B. The parties further agree that this Marital Dissolution Agreement shall be registered in the Office of the Register of Deeds for Davidson County, Tennessee in order to protect both of the parties' rights pertaining to the said properties under the terms of this Agreement.

V. MARITAL DEBTS.

The Husband shall pay to the Wife the amount of Two Thousand Nine Hundred Dollars ($2,900.00) for the purpose of satisfying the debt incurred by him on the Citibank credit card issued

in the Wife's name. This amount will be paid by Husband no later than March 1, 1999.

It is also agreed by and between the parties that the Husband shall be solely responsible for the credit cards in his name. The Husband agrees to indemnify and hold the Wife harmless therefrom.

It is further agreed by and between the parties that each party shall be solely responsible for any other debts that they have acquired in their respective names and not set forth specifically herein, and that they shall each indemnify and hold the other harmless thereon.

VI ALIMONY.

A. The Husband agrees to maintain the Wife's health insurance through March 1, 1999. In the alternative, the Husband agrees to provide One Hundred Fifty Dollars ($150.00) per month through March 1, 1999 in order that the Wife may establish and maintain health insurance coverage.

B. The Husband agrees to pay the premium for the Wife's automobile insurance through February 1, 1999.

C. It is agreed by and between the parties that neither party shall make any other claims for alimony against the other, except as specifically set out hereinabove.

VII. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

VIII. ATTORNEY FEES

It is agreed by and between the parties that Husband is to pay one-half of Wife's attorneys fees and all of his own.

IX. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be taxed equally to the parties.

X. MAIDEN NAME RESTORED.

It is agreed by and between the parties that upon entry of a Final Decree of Divorce incorporating this Agreement, the Wife shall be restored to her maiden name of Rose so that her legal name shall be Cynthia Ellen Rose.

XI. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

XII. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other's inheritance, descent or distribution, or tight to act as administrator or executor/ix of the other's estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

XIII. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

XIV. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he of she shall also be entitled to a judgement for reasonable expenses including attorney fees incurred in prosecuting the action.

XV. NO OTHER ASSETS.

The parties acknowledged that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

XVI. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The

provisions in this Agreement and their legal effect are fully known by each of the parties, and each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

XVII. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

XVIII. ACCEPTANCE BY THE PARTIES.

The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, wither real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

XIX. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

WITNESS OUR HANDS, this 23rd day of November, 1998, as to the Wife, and this 23rd day of November, 1998, as to the Husband.

"Wife"

Cynthia Rose Horner

Cynthia Rose Horner

"Husband"

Joseph Eric Horner

Joseph Eric Horner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the county and state aforesaid, the within named CYNTHIA ROSE HORNER, with whom I am personally acquainted, or who proved to me to be the same, and who acknowledged that he executed the within instrument for the purpose therein stated.

Notary Public

My Commission Expires:

March 25, 2000

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the county and state aforesaid, the within named JOSEPH ERIC HORNER, with whom I am personally acquainted, or who proved to me to be the same, and who acknowledged that she executed the within instrument for the purpose therein stated.

Notary Public

My Commission Expires:

March 25, 2000

The Court is of the opinion that said Marital Dissolution Agreement adequately and sufficiently provides for the equitable division of the property and debts of the parties. It is, accordingly,

ORDERED, ADJUDGED and DECREED as follows:

1. That the Marital Dissolution Agreement entered into by the parties be, and the same hereby is, ratified and approved;

2. That pursuant to Tennessee Code Annotated § 36-4-103, Plaintiff is hereby granted a divorce from Defendant, and the bonds of matrimony existing between the parties be and the same hereby are dissolved, on the grounds of irreconcilable differences and the parties are restored to all rights and privileges of single persons; and

3. That ~~Defendant~~ Plaintiff Cynthia Horner be restored to her maiden name of Rose so that her legal name shall be Cynthia Ellen Rose; and

4. That all costs of this action be taxed equally against the parties, for which execution may issue, if necessary.

ENTERED this 2nd day of Dec, 1998.

Hon. Muriel J. Robinson
Circuit Judge

APPROVED AND SUBMITTED BY:

JACK, LYON & JONES, P.A.
11 Music Circle South
Nashville, Tennessee 37203
(615) 259-4664

By: _____
Bruce H. Phillips (#16499)
Chad D. Vander Wert (#18941)

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Agreed Order has been delivered, via U.S. Mail, postage prepaid, to Joseph Eric Horner, 1116 Arbor Crest Blvd., Antioch, TN 37013, on this 2nd day of December, 1998.

Chad D. Vander Wert

STATE OF TENNESSEE

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 02 day of DECEMBER , 19 98 , in the Case Number 98D3008 between HORNER, CYNTHIA ROSE Plaintiff, and HORNER, JOSEPH ERIC Defendant, as same remains of record in Vol. 407 , Page 74676 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 09 day of AUGUST in the year one thousand nine hundred and ninety-nine and in the 224th year of American Independence.

SEAL

RICHARD R. ROOKER, Clerk,

By _____
Deputy Clerk